

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

**FILED**

**APR 20 2016**

U.S. DISTRICT COURT  
EASTERN DISTRICT OF MO  
ST. LOUIS

UNITED STATES OF AMERICA,

Plaintiff,

vs.

RAJA CHELLAPPA,

Defendant.

No.

**4:16CR166 CDP/JMB**

**INDICTMENT**

**COUNTS I & II – WIRE FRAUD**

*Introduction*

1. At all relevant times, Defendant Raja Chellappa was a resident of St. Louis County, Missouri and did business as a licensed real estate agent in St. Louis County and St. Charles County, Missouri within the Eastern District of Missouri.
2. In his capacity as a real estate agent, Defendant Raja Chellappa was retained by an individual wishing to sell a hotel property whose initials are A.P. (the “Client”) in St. Charles County, Missouri (“the transaction”).
3. Defendant identified an individual residing in California whose initials are S.P. (the “Buyer”) who wished to purchase the hotel property.

*The Scheme*

4. The scheme existed from at least September 1, 2015 through at least October 2, 2015.
5. It was the object of the scheme for Defendant Raja Chellappa to deceive Buyer into believing Client demanded a payment in addition to the agreed upon price to complete the transaction. Defendant Raja Chellappa sometimes referred to this additional payment as a “buyer’s premium.”
6. It was the object of the scheme for Defendant to conceal his receipt of the “buyer’s

premium” from Client and his real estate agency by directing its payment into his personal bank account and not disclosing his receipt of the same to either Client or Defendant’s real estate agency.

*The Manner and Means of the Fraud Scheme*

7. It was a part of the scheme that Defendant, while representing Client, concealed his receipt of the “buyer’s premium” and concealed Buyer’s willingness to pay more than Client’s asking price for the hotel property.
8. It was a further part of the scheme that Defendant extracted a \$50,000 “buyer’s premium” from Buyer but did not submit those funds through the escrow process in order to conceal his receipt of them from Client, his real estate agency and any other parties to the escrow and closing process.
9. It was a further part of the scheme that, after receiving the “buyer’s premium” by means of two interstate wire transactions into his personal bank account, Defendant kept all of those funds and did not disclose them or share them with Client to the transaction, his real estate agency or any other party.

*Offense Conduct*

10. Between on or about September 1, 2015 and October 2, 2015, in the Eastern District of Missouri and elsewhere, in furtherance and execution of the foregoing fraud scheme,

**RAJA CHELLAPPA,**

having devised a scheme to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

Count	Date	Amount	Item
I	September 1, 2015	\$30,000	Bank wire transfer
II	October 2, 2015	\$20,000	Bank wire transfer

All in violation of Title 18, United States Code Section 1343.

A TRUE BILL

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FOREPERSON

RICHARD G. CALLAHAN  
United States Attorney

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Thomas C. Albus, #96250  
Assistant United States Attorney